

# Exhibit 1

**Sloniewsky, Andrew**

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**From:** Sloniewsky, Andrew  
**Sent:** Friday, December 21, 2018 4:40 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com)  
**Cc:** Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone Privilege Log

Adrian:

I have set forth below in ALL CAPS our comments regarding the issues you raise. If the below explanations are not sufficient, we are open to having a call to discuss further.

Regards,

Andrew

---

**From:** Adrian Garcia [mailto:agarcia@lynnllp.com]  
**Sent:** Friday, December 07, 2018 5:46 PM  
**To:** Barber, Steve  
**Cc:** Eddystone; Sloniewsky, Andrew; Kent Krabill; Petts, Nick; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; Agusti, Fil; Quinn-Barabanov, Jennifer; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake  
**Subject:** Eddystone Privilege Log

Counsel,

After reviewing Eddystone's privilege log, we have identified several categories of documents that we believe Eddystone has misclassified as privileged. Defendants request that Eddystone produce the following nonprivileged documents:

1. Documents and e-mails between Enbridge and Canopy related to the sale, transfer, or divestiture of Enbridge's interests in ERC, including related due diligence. This includes any proposed sale to Bridger, Canopy, or any third party including Union Core America.
  - o For example, in ERCEdPA00518180, Canopy's offer to purchase Enbridge's interests, attached to an e-mail from John Galloway to Vince Paradis regarding "Canopy's response to Enbridge offer to sell," is improperly withheld for privilege. THIS DOCUMENT IS NOT ON OUR PRIVILEGE LOG.

Also see ERCEdPA00519813: Erik Johnson asks Bryan Boaz and Vince Paradis to reinstate and update data room for Eddystone sale, including insurance documents. Thus, any subsequent documents and communications related to Canopy's due diligence are not privileged. THIS DOCUMENT WAS PROPERLY REDACTED. THE REDACTED LANGUAGE IS A PRIVILEGED COMMUNICATION BETWEEN AN ENBRIDGE EMPLOYEE AND ENBRIDGE ATTORNEY REGARDING CANOPY'S REQUEST FOR A DATA ROOM.

2. Documents and e-mails between Enbridge and Canopy related to any legal or business dispute between the parties.
  - o For example, in ERCEdPA00519515, Eddystone is claiming privilege over a communication sent from Canopy's outside counsel to Enbridge on the same day that Canopy sent Enbridge a letter articulating

several legal and business disputes. THIS DOCUMENT WAS PROPERLY REDACTED. THE FIRST EMAIL (FROM ANDY LEVINE TO CHRIS MCGLINCEY) PROVIDES AND REQUESTS INFORMATION INTENDED TO ENABLE THE PROVISION OF LEGAL ADVICE FOR THE PURPOSE OF FACILITATING THE PROPOSED ENBRIDGE-CANOPY DEAL, I.E., THE PARTIES' INTERESTS ARE ALIGNED IN THIS EMAIL. THE OTHER REDACTED TEXT CONSISTS OF INTERNAL ENBRIDGE COMMUNICATIONS THAT ARE INTENDED TO FACILITATE THE PROVIDING OF LEGAL ADVICE, OR THAT SUMMARIZE PRIOR LEGAL ANALYSES AND DESCRIBE COMMUNICATIONS WITH ATTORNEYS SEEKING LEGAL ADVICE.

3. Documents or internal e-mails between Enbridge employees discussing negotiation with Canopy, including discussions related to Canopy's offers to purchase Enbridge's interests or Enbridge's counteroffers or business or legal disputes between the parties.
  - o For example, in the unredacted portion of ERCEDEPA00522579, Bryan Boaz asks Vince Paradis to provide feedback and approval regarding a response to Canopy's purchase offer. While an attorney is involved in the prior e-mail chain, Eddystone's privilege description does not sufficiently describe how this communication is related to a request for legal advice, and that the in-house counsel involved is not merely providing business advice related to Canopy's offer. Moreover, if this communication is in fact related to request for legal advice in responding to Canopy, this is further evidence that Canopy and Enbridge's interests are not aligned and any communications between them are not privileged. THIS DOCUMENT WAS PROPERLY REDACTED. THE REDACTED EMAILS REQUEST OR PROVIDE LEGAL ADVICE, OR SUPPLY FACTS NEEDED TO PERFORM LEGAL ANALYSIS, REGARDING THE LANGUAGE TO BE INCLUDED IN THE RESPONSE TO A CANOPY PURCHASE OFFER.
4. Documents or internal e-mails among Enbridge employees related to collection, preparation, or production of information or documents to Canopy.
  - o For example, in ERCEDEPA00522570, Bryan Boaz is forwarding "Canopy Prospecting's Formal Request to View Eddystone Financials" to Enbridge employees, and the unredacted portion of this e-mail indicates that Boaz asked the employees to provide or prepare financial documents pursuant to Canopy's request. While an attorney is copied, the unredacted portions of this e-mail make clear that these communications are not pursuant to a request for legal advice. THIS DOCUMENT WAS PROPERLY REDACTED. THE REDACTED PORTIONS ADDRESS LEGAL OBLIGATIONS OF ENBRIDGE RELATING TO THE CANOPY'S REQUEST FOR DOCUMENTS. IT WAS THEREFORE PROPER TO REDACT THAT TEXT.
5. Documents or e-mails between Enbridge and Canopy regarding Rios and Gamboa's resignation from FGP.
  - o For example, in ERCEDEPA00450286, Erik Johnson forwards news of Rios and Gamboa's resignation to Paradis, Boaz, and McGlincey. There is no request for legal advice; however, McGlincey's response is redacted in its entirety. This is inappropriate. THIS DOCUMENT WAS PROPERLY REDACTED. CHRIS MCGLINCEY'S RESPONSE UPON RECEIVING NEWS OF RIOS AND GAMBOA'S RESIGNATION WAS TO DISCUSS A NUMBER OF LEGAL ISSUES WITH HIS INTERLOCUTORS REGARDING THE JAMEX ARBITRATION. IT WAS APPROPRIATE TO REDACT THIS TEXT.
6. Documents or e-mails between Canopy's and Enbridge's separate counsel, as well as documents or e-mails between Canopy or Enbridge's counsel and the other entity's employees, related to the sale of Enbridge's interests, or business or legal disputes between the parties.
  - o For example, in ERCEDEPA00518890, Andrew Levine e-mails Chris McGlincey, forwarding an article related to the sale of Enbridge's interests in ERC. The unredacted portion of this e-mail indicate that this communication is related to the sale; however, Eddystone is claiming privilege under the grounds that Mr. Levine or Mr. McGlincey is requesting legal advice. Eddystone's description is deficient as it is not credible that Canopy's outside counsel is requesting legal advice from Enbridge's counsel. Further, these direct communications between Canopy's outside counsel and Mr. McGlincey indicate that Mr.

McGlincey was operating in a business capacity regarding the sale of Enbridge's interests. THIS DOCUMENT WAS PROPERLY REDACTED. THE REDACTED LANGUAGE INCLUDES EXCHANGES OF FACTS INTENDED TO ENABLE MR. LEVINE TO PROVIDE LEGAL SERVICES THAT WOULD FACILITATE THE CLOSING OF A DEAL THAT BOTH PARTIES WANTED TO COMPLETE. THE REDACTED LANGUAGE DID NOT CONSTITUTE NEGOTIATIONS BY THE PARTIES AGAINST EACH OTHER.

- In another example, in ERCEDPA00530000 and ERCEDPA00529997, Galloway and Paradis indicate that Canopy's outside counsel, Stradley, has requested due diligence information from Enbridge and its outside counsel, Proskauer, in connection with the sale of Enbridge's interests. These types of communications are not privileged and should be produced. WE DID NOT MARK EITHER OF THESE DOCUMENTS AS PRIVILEGED.
7. Documents or e-mails discussing the Canopy's Eddystone loan, the loan's valuation, and the offsetting value of the Bridger litigation.
- For example, in ERCEDPA00520202, Eddystone has designated as privileged a communication between Enbridge employees related to the valuation of the Canopy loan related to Eddystone and the value of the Bridger litigation. Eddystone's privilege description indicates Eddystone is claiming privilege because the communication is "including" in-house counsel and is "requesting information necessary for the provision of legal advice." It is unclear from the privilege description and the unredacted portion of this e-mail why this communication is directly related to a request for legal advice. To the extent that this communication is related to the economic value of the Canopy loan or Bridger litigation in relation to the sale of Enbridge's interests, this communication is not privileged. THIS DOCUMENT WAS PROPERLY REDACTED. THE REDACTED PORTION ADDRESSES LEGAL ANALYSES REGARDING THE EDDYSTONE LOAN AND ITS EFFECT ON THE TAX CONSEQUENCES FLOWING FROM THE PROPOSED DEAL.
8. Documents or e-mails for which Eddystone has provided the following privilege description: "providing information necessary for the provision of legal advice." We have identified at least 1700 documents with this description, and it is impossible to determine from this privilege description on what grounds Eddystone is claiming privilege. The vast majority of these e-mails merely copy an attorney, and it is not clear whether they are related to an actual request for legal advice. IF INFORMATION IS BEING PROVIDED TO AN ATTORNEY TO OBTAIN LEGAL ADVICE, SUCH COMMUNICATION IS PROPERLY MARKED AS PRIVILEGED. GENERALLY, ENTRIES IN OUR LOG THAT MENTION "PROVISION OF LEGAL ADVICE" EITHER IDENTIFY THE SUBJECT OF THE ADVICE, OR IT IS CLEAR THAT THE ENTRY REFERS TO A DOCUMENT THAT IS AN ATTACHMENT TO AN EMAIL, AND THE EMAIL'S OWN LOG ENTRY IDENTIFIES THE SUBJECT OF THE ADVICE. IS THERE SOME DOCUMENT THAT CAUSES RIOS/GAMBOA CONCERN?

NOTE, YOU SUGGEST AT SEVERAL POINTS IN YOUR EMAIL THAT CANOPY AND ENBRIDGE HAD NO COMMON INTEREST WHEN THEY WERE NEGOTIATING AGAINST EACH OTHER REGARDING THE SALE OF THE FACILITY. WE AGREE THAT LANGUAGE RELATING TO THE PARTIES' NEGOTIATIONS AGAINST EACH OTHER DO NOT EVIDENCE ALIGNED INTERESTS. AT THE SAME TIME THAT CANOPY AND ENBRIDGE IN NEGOTIATIONS, HOWEVER, THEIR INTERESTS WERE ALIGNED ON OTHER ISSUES, INCLUDING ISSUES ARISING FROM THE ONGOING OPERATION OF THE FACILITY. THUS, NOT ALL DOCUMENTS GENERATED DURING THE PERIOD OF THE PARTIES' NEGOTIATIONS EVIDENCE AN ABSENCE OF COMMON INTERESTS.

IF THERE ARE PARTICULAR OTHER DOCUMENTS THAT YOU WOULD LIKE TO DISCUSS, PLEASE LET US KNOW.

We are happy to confer with you regarding these issues at your earliest convenience; but, we ask that you notify us no later than December 14, 2018 whether you will revise your privilege log and produce the nonprivileged documents.

**ADRIAN GARCIA**, Associate  
**LynnPinkerCoxHurst**  
2100 Ross Avenue, Suite 2700  
Dallas, Texas 75201  
[lynnllp.com](http://lynnllp.com)

Direct 214 981 3802  
[agarcia@lynnllp.com](mailto:agarcia@lynnllp.com)

# Exhibit 2

**Sloniewsky, Andrew**

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**From:** Sloniewsky, Andrew  
**Sent:** Friday, January 11, 2019 4:04 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com); Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** RE: Eddystone - Eddystone Privilege Log

The password for the link addressed below is as follows:

w&VDf5#uLldA4:AD

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**From:** Sloniewsky, Andrew  
**Sent:** Friday, January 11, 2019 4:01 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com); Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Eddystone Privilege Log

Counsel:

Yesterday, we had discussions with counsel for Rios/Gamboa regarding our privilege log. At the end of those discussions, the parties agreed to consider further certain issues that had been raised.

Following additional analysis, Eddystone has decided to produce one of the documents that was addressed on the call that it had previously withheld (ERCEDPA00518181). That document is accessible via the attached link, together with a cover email. The document and email have been assigned new bates numbers (ERCEDPA00564880-883). We are still considering other issues that were raised on the call yesterday.

I will circulate the password for these documents in a separate email.

Regards,

Andrew

Andrew J. Sloniewsky  
Of Counsel  
[ASloniewsky@steptoe.com](mailto:ASloniewsky@steptoe.com)

**Steptoe**

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# Exhibit 3

**Sloniewsky, Andrew**

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**From:** Sloniewsky, Andrew  
**Sent:** Monday, January 14, 2019 1:10 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com); 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Eddystone-Steptoe-EDPA  
**Subject:** RE: Eddystone - Privilege Log

The password for this production is as follows:

Password: TqqNW\$42d::yQH:!

Regards,

Andrew

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**From:** Sloniewsky, Andrew  
**Sent:** Monday, January 14, 2019 1:09 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com); 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Privilege Log

Counsel:

Pursuant to the discussions we had with Rios/Gamboa's counsel last Thursday and following further analysis, Eddystone has decided to produce an additional document addressed on the call that it had previously redacted (ERCEDPA00518890). An unredacted version of that document is accessible via the attached link, together with a non-substantive attachment (a law firm logo). The document and attachment have been assigned new bates numbers (ERCEDPA00564684 - EDCEDPA00564686). We are still considering other issues that were raised on the call.

I will circulate the password for these documents in a separate email.

Regards,

Andrew

Andrew J. Sloniewsky  
Of Counsel  
[ASloniewsky@steptoe.com](mailto:ASloniewsky@steptoe.com)

**Steptoe**

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# Exhibit 4

**Sloniewsky, Andrew**

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**From:** Sloniewsky, Andrew  
**Sent:** Thursday, January 24, 2019 3:07 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com); Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Moon, Christine; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Eddystone Privilege Log

The password for the zip file is as follows:

s^4TcHQjM>UfD)BK

Regards,

Andrew

---

**From:** Sloniewsky, Andrew  
**Sent:** Thursday, January 24, 2019 3:06 PM  
**To:** Adrian Garcia (agarcia@lynnllp.com); 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Moon, Christine; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Eddystone Privilege Log

Counsel:

On January 10, we had discussions with counsel for Rios/Gamboa regarding our privilege log. At the end of those discussions, the parties agreed to consider further certain issues that had been raised.

Following additional analysis, Eddystone has decided to eliminate a substantial portion of its redactions from three additional documents (ERCEDPA00519515, -17, and ERCEDPA00522570). Those documents are included in the attached zip file. The documents have now been assigned new bates numbers (ERCEDPA00564687-94).

I will circulate the password for the zip file in a separate email.

Regards,

Andrew

Andrew J. Sloniewsky  
Of Counsel  
[ASloniewsky@steptoe.com](mailto:ASloniewsky@steptoe.com)

**Steptoe**

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# Exhibit 5

**Sloniewsky, Andrew**

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**From:** Adrian Garcia <agarcia@lynnllp.com>  
**Sent:** Friday, January 18, 2019 9:54 AM  
**To:** Sloniewsky, Andrew; Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** RE: Eddystone - Privilege Log

Hi Andrew,

Following up on our call regarding Eddystone's privilege log, I am sending additional representative examples that we think are problematic.

**First**, Eddystone appears to be aggressively classifying any information between corporate employees as privileged when an attorney is a recipient or is merely copied a communication between those employees. This is inappropriate because Eddystone has not sufficiently demonstrated that the primary purpose of these e-mails was to seek legal advice.

The attorney-client privilege does not shield documents merely because they were transferred to or routed through an attorney. What would otherwise be routine, non-privileged communications between corporate officers or employees transacting the general business of the company do not attain privileged status solely because in-house or outside counsel is 'copied in' on correspondence or memoranda. Therefore, in order to successfully assert the attorney-client privilege, the corporation must clearly demonstrate that the communication in question was made for the express purpose of securing legal not business advice.

*Se. Pennsylvania Transp. Auth. v. Caremarkpcs Health, L.P.*, 254 F.R.D. 253, 259 (E.D. Pa. 2008). Moreover, communications in which a sender is seeking comments or review from numerous employees, including an attorney, are not privileged if the primary purpose is not to seek legal advice. *See In re Avandia Mktg., Sales Practices & Products Liab.*, 07-MD-01871-CMR, 2009 WL 4807253, at \*4 (E.D. Pa. Oct. 2, 2009), report and recommendation adopted sub nom. *In re Avandia Mktg., Sales Practices & Products Liab. Litig.*, 07-MD-01871, 2009 WL 4641707 (E.D. Pa. Dec. 7, 2009) (communications not privileged when sent to thirteen employees for review, only of whom was an attorney, because primary purpose of e-mail was not the obtaining or giving of legal advice).

Examples:

- ERCEdPA00374183. Eddystone is redacting this entire e-mail and withholding its attachments as privileged. The privilege description states, "Confidential email communications to A. Levine providing information necessary for the provision of legal advice regarding Exelon environmental matters, and furthering a legal interest or strategy." While Mr. Levine is one of eight recipients on this e-mail, it does not appear that this e-mail from a third-party is primarily directed to Mr. Levine, let alone primarily for the provision of legal advice. The preceding e-mail is also redacted and Mr. Levine is once again just one of numerous recipients, and an e-mail attachment is withheld in its entirety despite the fact that Mr. Levine is not even a recipient.
- ERCEdPA00516580. Eddystone redacts a December 2016 communication from Bryan Boaz to Vince Paradis, only copying Chris McGlincey. The privilege description states, "Confidential email communication with C. McGlincey requesting legal advice regarding Eddystone sale discussions and furthering a legal interest or strategy." The unredacted e-mail is a response from Exelon regarding a request from Enbridge to enter into a Confidentiality

Agreement without Canopy. Exelon responds that all communications must include Canopy. Brian Boaz then forwards this response to Vince Paradis. It does not appear that this communication is requesting legal advice.

- ERCEdPA00520286. Eddystone redacts an April 2017 e-mail from John Galloway to Erik Johnson, copying Bryan Boaz, Chris McGlincey, and John Gauderman. The e-mail appears to stem from a discussion between Delta, BioUrja, and Eddystone regarding business. The privilege description states that this communication is “requesting information necessary for the provision of legal advice regarding Eddystone business matters and furthering a legal interest or strategy.” The description does not state who is requesting legal advice, or to whom they are making that request to. It is also unlikely that this e-mail is primarily requesting legal advice.

**Second,** Eddystone uses the following privilege description in hundreds of instances: “Confidential email communications to A. Levine providing information necessary for the provision of legal advice regarding Exelon environmental matters, and furthering a legal interest or strategy.” This description is deficient for numerous reasons, but most especially because it does nothing to describe the nature of the legal advice either requested or provided, and could arguably include any and every communication sent or received by Eddystone – including communications with third parties. These generic, unspecific descriptions will not suffice, nor do they comport with the standard Eddystone itself has insisted Defendants be held to.

**Third,** Eddystone is inappropriately claiming privilege over communications and documents transmitted from Enbridge to Canopy during sale negotiations. There appear to have been numerous instances in which Enbridge and Canopy discussed and negotiated a potential sale of their interests in Eddystone, and those communications and any documents transmitted between the two parties cannot be privileged. We have identified at least three timeframes during which Enbridge and Canopy engaged in sales negotiations: beginning in June 2014, August 2015, and November 2016. The parties interests were adverse during these timeframes, thus, any communication between the parties cannot be privileged and all such emails should be produced. A few representative examples are listed, below:

Examples:

- ERCEdPA00519814. In this communication, occurring in November 2016, Erik Johnson is requesting the reinstatement of a data room so that Canopy and its investors can conduct due diligence regarding an acquisition of Enbridge’s ownership interests. Paradis replies asking for a list of data requests. Yet, e-mail chains appearing to contain Canopy’s data requests and communications with employees to fulfill those requests have been redacted: ERCEdPA00522570 and ERCEdPA00488517. The privilege description states that these communications are “providing information necessary to obtain legal advice regarding ERC financials and furthering a legal interest or strategy.” However, again the underlying e-mail is not addressed to an attorney—it only copies an attorney, and it is clear from the unredacted e-mails that the primary purpose of this e-mail is not the provision of legal advice.
- ERCEdPA00517288. This March 2017 e-mail from Erik Johnson to numerous recipients, only one of which is Chris McGlincey, is withheld in its entirety. The privilege description states that it was provided to Mr. McGlincey for the provision of legal advice regarding agreement; but, the description does not state why this communication itself is privileged. Based on the description, it appears that this was related to the negotiation of a sales agreement between Canopy and Enbridge, and thus the communication should not be withheld.

**Finally,** Eddystone is not distinguishing between Chris McGlincey’s business and legal capacities stemming from his role in the Canopy sale negotiations. It is clear from the e-mails cited above and in my previous e-mail that Mr. McGlincey had a significant role in both the negotiation with Canopy and providing business advice related to the terms of the sale. “When an attorney offers business advice, instead of legal advice, to a client, the privilege does not apply.” *Lewis v. United States*, 02-2958 B/AN, 2004 WL 3203121, at \*2 (W.D. Tenn. Dec. 7, 2004), *aff’d*, 02-2958B, 2005 WL 1926655 (W.D. Tenn. June 20, 2005). This is especially true when in house counsel serves as a negotiator on behalf of management. *Georgia-Pac. Corp. v. GAF Roofing Mfg. Corp.*, 93 CIV. 5125 (RPP), 1996 WL 29392, at \*4 (S.D.N.Y. Jan. 25, 1996) (holding that inhouse counsel who negotiated environmental provisions in a sale agreement is acting in a business capacity and communications between inhouse counsel and management regarding the interpretation of those

provisions, the status of those negotiations, the client's options, and weighing of tradeoffs constitute business advice not protected by attorney-client privilege).

Please let us know if you are willing to revise your privilege log regarding these deficiencies and produce these categories of documents before January 25th. If you would like to confer about these issues further, we are happy to have another call with you next week.

Thank you,  
**ADRIAN GARCIA**, Associate  
**LynnPinkerCoxHurst**  
2100 Ross Avenue, Suite 2700  
Dallas, Texas 75201  
[lynnllp.com](mailto:lynnllp.com)

Direct 214 981 3802  
[agarcia@lynnllp.com](mailto:agarcia@lynnllp.com)

---

**From:** Sloniewsky, Andrew [mailto:ASloniewsky@steptoe.com]  
**Sent:** Monday, January 14, 2019 12:10 PM  
**To:** Adrian Garcia <[agarcia@lynnllp.com](mailto:agarcia@lynnllp.com)>; Eddystone <[Eddystone@lynnllp.com](mailto:Eddystone@lynnllp.com)>; Kent Krabill <[kkrabill@lynnllp.com](mailto:kkrabill@lynnllp.com)>; 'jnegovan@griesinglaw.com'; Jeremy Fielding <[jfielding@lynnllp.com](mailto:jfielding@lynnllp.com)>; Jon Kelley <[jkelley@lynnllp.com](mailto:jkelley@lynnllp.com)>; Christian Orozco <[corozco@lynnllp.com](mailto:corozco@lynnllp.com)>; Richard L. Scheff <[RLScheff@ArmstrongTeasdale.com](mailto:RLScheff@ArmstrongTeasdale.com)>; Michael Witsch <[MWitsch@ArmstrongTeasdale.com](mailto:MWitsch@ArmstrongTeasdale.com)>; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team <[EddystoneTeam@bryancave.com](mailto:EddystoneTeam@bryancave.com)>; Kramer, Jake <[jake.kramer@bclplaw.com](mailto:jake.kramer@bclplaw.com)>; Eddystone-Steptoe-EDPA <[Eddystone-Steptoe-EDPA@Steptoe.com](mailto:Eddystone-Steptoe-EDPA@Steptoe.com)>  
**Subject:** RE: Eddystone - Privilege Log

The password for this production is as follows:

Password: TqqNW\$42d::yQH:!

Regards,

Andrew

---

**From:** Sloniewsky, Andrew  
**Sent:** Monday, January 14, 2019 1:09 PM  
**To:** Adrian Garcia ([agarcia@lynnllp.com](mailto:agarcia@lynnllp.com)); 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Privilege Log

Counsel:

Pursuant to the discussions we had with Rios/Gamboa's counsel last Thursday and following further analysis, Eddystone has decided to produce an additional document addressed on the call that it had previously redacted (ERCEDPA00518890). An unredacted version of that document is accessible via the attached link, together with a non-substantive attachment (a law firm logo). The document and attachment have been assigned new bates numbers (ERCEDPA00564684 - ERCEDPA00564686). We are still considering other issues that were raised on the call.

I will circulate the password for these documents in a separate email.

Regards,

Andrew

**Andrew J. Sloniewsky**  
Of Counsel  
[ASloniewsky@step toe.com](mailto:ASloniewsky@step toe.com)

**Step toe**

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	Washington, DC 20036
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# Exhibit 6

## Sloniewsky, Andrew

---

**From:** Sloniewsky, Andrew  
**Sent:** Thursday, January 31, 2019 2:41 PM  
**To:** 'Adrian Garcia'; 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Eddystone-Steptoe-EDPA  
**Subject:** RE: Eddystone - Privilege Log

As promised the password for this production is as follows:

meVK[8GHV]h-z.B>

---

**From:** Sloniewsky, Andrew  
**Sent:** Thursday, January 31, 2019 2:40 PM  
**To:** 'Adrian Garcia'; 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Privilege Log

Counsel:

In response to Adrian Garcia's email of January 18, 2019, we have decided to produce without redactions four of the documents that he identified. The unredacted versions of the documents have the following new bates numbers: ERCEDEPA00564695-717. A link to the documents is below. I will send the password to access documents in a separate email shortly.

Regards,

Andrew

Andrew J. Sloniewsky  
Of Counsel  
[ASloniewsky@steptoe.com](mailto:ASloniewsky@steptoe.com)

## Steptoe

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# Exhibit 7

**Sloniewsky, Andrew**

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**From:** Sloniewsky, Andrew  
**Sent:** Monday, February 04, 2019 7:50 PM  
**To:** Adrian Garcia; Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Privilege Log

Adrian:

In addition to the several documents that we produced on January 31, we will produce in the next day or so another document that you identified, ERCEDPA00517288.

With respect to other points you make in your January 18 email, we agree with your general descriptions of the rules of privilege. We also agree in particular that, if a communication between Enbridge and Canopy addresses issues over which -- at that time -- the parties were negotiating against each other, the document should not be marked as privileged.

Eddystone rejects, however, your suggestion that it has failed to comply with the applicable privilege rules. Moreover, Eddystone cannot respond to your claims of violations without more specificity. In particular, Eddystone needs to know what particular other documents you believe were incorrectly marked as privileged, and what particular Eddystone privilege log entries you believe are insufficient and why. You assert that one log entry could apply to any communication by Eddystone, but that is clearly incorrect -- the entry describes the subject communication as relating to "Exelon environmental matters", and specifies the date of, and individuals involved in, the discussions.

We are open to further addressing any particular documents and log entries that you consider problematic if you identify them with specificity. Our responsiveness during the meet and confer process shows that when Defendants present specific arguments linked to specific documents, we take their position seriously and respond in good faith. In selecting documents and entries for additional consideration, we suggest that you focus on particular time periods that are especially significant to Defendants, as this is the approach that Eddystone has followed in deciding which of Defendants' privilege assertions to focus on.

Let us know if you would like to discuss these issues further.

Regards,

Andrew

Andrew J. Sloniewsky  
Of Counsel  
ASloniewsky@steptoe.com

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---

**From:** Adrian Garcia [mailto:agarcia@lynnllp.com]  
**Sent:** Friday, February 01, 2019 6:09 PM  
**To:** Sloniewsky, Andrew; Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** RE: Eddystone - Privilege Log

Hi Andrew,

I just want to confirm that this is your full response to my e-mail on January 18, 2019. If that is the case, can I assume that ERC disagrees with our position on the issues we have raised, and that the parties are at an impasse?

**ADRIAN GARCIA**, Associate  
**LynnPinkerCoxHurst**  
2100 Ross Avenue, Suite 2700  
Dallas, Texas 75201  
[lynnllp.com](mailto:agarcia@lynnllp.com)

Direct 214 981 3802  
[agarcia@lynnllp.com](mailto:agarcia@lynnllp.com)

---

**From:** Sloniewsky, Andrew [mailto:ASloniewsky@steptoe.com]  
**Sent:** Thursday, January 31, 2019 1:41 PM  
**To:** Adrian Garcia <agarcia@lynnllp.com>; Eddystone <Eddystone@lynnllp.com>; Kent Krabill <kkrabill@lynnllp.com>; 'jnegovan@griesinglaw.com'; Jeremy Fielding <jfielding@lynnllp.com>; Jon Kelley <jkelley@lynnllp.com>; Christian Orozco <corozco@lynnllp.com>; Richard L. Scheff <RLScheff@ArmstrongTeasdale.com>; Michael Witsch <MWitsch@ArmstrongTeasdale.com>; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team <EddystoneTeam@bryancave.com>; Kramer, Jake <jake.kramer@bclplaw.com>; Eddystone-Steptoe-EDPA <Eddystone-Steptoe-EDPA@Steptoe.com>  
**Subject:** RE: Eddystone - Privilege Log

As promised the password for this production is as follows:

meVK[8GHV]h-z.B>

---

**From:** Sloniewsky, Andrew  
**Sent:** Thursday, January 31, 2019 2:40 PM  
**To:** 'Adrian Garcia'; 'Eddystone'; 'Kent Krabill'; 'jnegovan@griesinglaw.com'; 'Jeremy Fielding'; 'Jon Kelley'; 'Christian Orozco'; 'Richard L. Scheff'; 'Michael Witsch'; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; 'Eddystone Team'; 'Kramer, Jake'; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Privilege Log

Counsel:

In response to Adrian Garcia's email of January 18, 2019, we have decided to produce without redactions four of the documents that he identified. The unredacted versions of the documents have the following new bates numbers: ERCEdPA00564695-717. A link to the documents is below. I will send the password to access documents in a separate email shortly.

Regards,

Andrew

**Andrew J. Sloniewsky**  
Of Counsel  
[ASloniewsky@step toe.com](mailto:ASloniewsky@step toe.com)

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# Exhibit 8

**Sloniewsky, Andrew**

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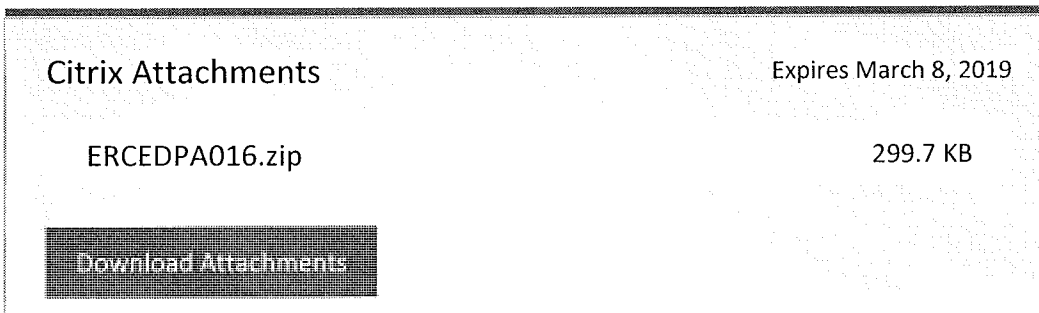
**From:** Sloniewsky, Andrew  
**Sent:** Wednesday, February 06, 2019 6:11 PM  
**To:** Adrian Garcia; Eddystone; Kent Krabill; 'jnegovan@griesinglaw.com'; Jeremy Fielding; Jon Kelley; Christian Orozco; Richard L. Scheff; Michael Witsch; 'Theodore@braunhagey.com'; 'hockeimerh@ballardspahr.com'; 'grugant@ballardspahr.com'; Eddystone Team; Kramer, Jake; Eddystone-Steptoe-EDPA  
**Subject:** Eddystone - Additional production  
**Attachments:** Attachments.html

Adrian:

As promised, attached is a link to another document you identified in your January 18 email, ERCEDPA00517288, as well as an attachment to it. The bates range for this production is as follows: ERCEDPA00564718 - ERCEDPA00564720

The password for this production is

PW: %XrSMb!^wm!]pM9^



Regards,

Andrew

Andrew J. Sloniewsky  
Of Counsel  
ASloniewsky@steptoe.com

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# Exhibit 9

## Filed under Seal

# Exhibit 10

## Filed under Seal

# Exhibit 11

## Filed under Seal

# Exhibit 12

## Filed under Seal

# Exhibit 13

## Filed under Seal

# Exhibit 14

Log Doc ID	Log Parent ID	Family Date	Attachment(s)	Description	Privileges Asserted	Associated Legal Personnel	Email From/Author	Email To	Email CC	Email BCC
PLID_000001	PLID_000001	09/03/2015		Document prepared by counsel containing confidential impressions of counsel regarding securities filing questionnaire.	Attorney Client Privilege	Bridger Counsel*				
PLID_000002	PLID_000002	07/22/2015		Draft document prepared by counsel containing confidential legal advice regarding discussion of joint venture.	Attorney Client Privilege	Bridger Counsel*				
PLID_000003	PLID_000003	09/15/2015		Draft meeting materials prepared by counsel containing confidential impressions of counsel regarding board presentation.	Attorney Client Privilege	Bridger Counsel*				
PLID_000004	PLID_000004	09/21/2015		Draft contract prepared by counsel containing confidential legal advice regarding oil facility proposal letter.	Attorney Client Privilege	Bridger Counsel*				
PLID_000005	PLID_000005	09/21/2015		Draft document prepared by counsel containing confidential legal advice regarding review of proposal letter.	Attorney Client Privilege	Bridger Counsel*				
PLID_000006	PLID_000006	09/21/2015		Draft contract prepared by counsel containing confidential legal advice regarding oil facility proposal letter.	Attorney Client Privilege	Bridger Counsel*				
PLID_000007	PLID_000007	09/22/2015		Draft contract prepared by counsel containing confidential legal advice regarding services agreement amendment.	Attorney Client Privilege	Bridger Counsel*				
PLID_000008	PLID_000008	09/22/2015		Document prepared by counsel containing confidential legal advice regarding opposition response letter.	Attorney Client Privilege	Fielding, Jeremy A.*				

PLID_000009	PLID_000009	09/21/2015	Draft document prepared by counsel containing confidential legal advice regarding review of proposal letter.	Attorney Client Privilege	Bridger Counsel*
PLID_000010	PLID_000010	10/02/2015	Document prepared by counsel containing confidential legal advice regarding lease agreement. Draft document prepared by counsel containing confidential legal advice regarding disclosure notice.	Attorney Client Privilege	Bridger Counsel*
PLID_000011	PLID_000011	10/13/2015	Draft contract prepared by counsel containing confidential legal advice regarding services agreement amendment.	Attorney Client Privilege	Bridger Counsel*
PLID_000012	PLID_000012	09/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding services agreement amendment.	Attorney Client Privilege	Bridger Counsel*
PLID_000013	PLID_000013	10/07/2015	Draft contract prepared by counsel containing confidential legal advice regarding amendment to services agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000014	PLID_000014	10/07/2015	Draft document prepared by counsel containing confidential legal advice regarding review of proposal letter.	Attorney Client Privilege	Bridger Counsel*
PLID_000015	PLID_000015	09/21/2015	Draft document prepared by counsel containing confidential legal advice regarding amendment to transportation agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000016	PLID_000016	09/21/2015	Contract prepared by counsel containing confidential legal advice regarding amendment to transportation agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000017	PLID_000017	10/06/2015	Draft contract prepared by counsel containing confidential legal advice regarding purchase and sale agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000018	PLID_000018	09/30/2013			

PLID_000019	PLID_000019	05/10/2013	Draft contract prepared by counsel containing confidential legal advice regarding purchase agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000020	PLID_000020	10/23/2013	Draft document prepared by counsel containing confidential legal advice regarding issues list.	Attorney Client Privilege	Bridger Counsel*
PLID_000021	PLID_000021	05/07/2013	Draft contract prepared by counsel containing confidential legal advice regarding rail facility services agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000022	PLID_000022	11/22/2013	Draft contract prepared by counsel reflecting confidential legal advice regarding loan proposal.	Attorney Client Privilege	Bridger Counsel*
PLID_000023	PLID_000023	04/22/2013	Draft document prepared by counsel reflecting confidential legal advice regarding potential transaction.	Attorney Client Privilege	Bridger Counsel*
PLID_000024	PLID_000024	05/14/2013	Draft contract prepared by counsel containing confidential legal advice regarding purchase agreement.	Attorney Client Privilege	Baker Botts LLP*
PLID_000025	PLID_000025	10/12/2013	Draft contract prepared by counsel containing confidential legal advice regarding lease agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000026	PLID_000026	10/11/2013	Draft document prepared by counsel containing confidential legal advice regarding term sheet.	Attorney Client Privilege	Bridger Counsel*
PLID_000027	PLID_000027	11/18/2013	Draft contract prepared by counsel containing confidential legal advice regarding intermediation structure term sheet.	Attorney Client Privilege	Bridger Counsel*
PLID_000028	PLID_000028	11/18/2013	Draft contract prepared by counsel containing confidential legal advice regarding intermediation structure term sheet.	Attorney Client Privilege	Bridger Counsel*

PLID_000029	PLID_000029	11/18/2013	Draft contract prepared by counsel containing confidential legal advice regarding intermediation structure. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000030	PLID_000030	12/08/2015	Draft document prepared by client personnel containing confidential impressions of counsel regarding quarterly earnings report script. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000031	PLID_000031	12/08/2015	Draft document prepared by client personnel containing confidential impressions of counsel regarding quarterly earnings script. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000032	PLID_000032	12/06/2015	Draft document prepared by client personnel reflecting confidential legal advice regarding presentation. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000033	PLID_000033	11/03/2015	Draft contract prepared by counsel containing confidential legal advice regarding tripartite agreement. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000034	PLID_000034	11/03/2015	Draft contract prepared by counsel containing confidential legal advice regarding tripartite agreement. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000035	PLID_000035	12/07/2015	Draft document prepared by client personnel reflecting confidential legal advice regarding presentation. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000036	PLID_000036	01/11/2016	Draft contract prepared by counsel containing confidential legal advice regarding crude oil supply agreement side letter. Privilege	Attorney Client Privilege	Akin Gump*
PLID_000037	PLID_000037	12/29/2015	Draft contract prepared by counsel containing confidential legal advice regarding crude oil supply agreement amendment. Privilege	Attorney Client Privilege	Bridger Counsel*
PLID_000038	PLID_000038	01/11/2016	Draft contract prepared by counsel containing confidential legal advice regarding crude oil supply agreement side letter. Privilege	Attorney Client Privilege	Akin Gump*

PLID_000039	PLID_000039	01/02/2014	Draft contract prepared by counsel containing confidential legal advice regarding guaranty agreement.	Attorney Client Privilege	Stroock & Stroock & Lavan LLP*
PLID_000040	PLID_000040	10/08/2013	Document prepared by counsel containing confidential legal advice regarding summary of entity restructuring.	Attorney Client Privilege	Bridger Counsel*
PLID_000041	PLID_000041	01/02/2014	Draft contract prepared by counsel containing confidential legal advice regarding schedule to master agreement.	Attorney Client Privilege	Stroock & Stroock & Lavan LLP*
PLID_000042	PLID_000042	10/11/2013	Draft contract prepared by counsel containing confidential legal advice regarding intermediation term sheet.	Attorney Client Privilege	Bridger Counsel*
PLID_000043	PLID_000043	10/29/2013	Draft document prepared by counsel reflecting confidential legal advice regarding the proposed acquisition of assets. Presentation prepared by client personnel reflecting confidential legal advice regarding presentation.	Attorney Client Privilege	Carpenter, Charlie*
PLID_000044	PLID_000044	09/16/2016	Draft contract prepared by counsel containing confidential legal advice regarding assignment and assumption agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000045	PLID_000045	06/18/2015		Attorney Client Privilege	Latham & Watkins LLP*
PLID_000046	PLID_000046	06/16/2015	Draft contract prepared by counsel containing confidential legal advice regarding redemption agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000047	PLID_000047	06/16/2015	Draft contract prepared by counsel containing confidential legal advice regarding consent and amendment agreement.	Attorney Client Privilege	Stroock & Stroock & Lavan LLP*

PLID_000048	PLID_000048	06/18/2015	Draft contract prepared by counsel containing confidential legal advice regarding assignment and assumption agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000049	PLID_000049	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000050	PLID_000050	06/19/2015	Draft contract prepared by counsel containing confidential legal advice regarding purchase and sale agreement.	Attorney Client Privilege	Akin Gump*
PLID_000051	PLID_000051	06/16/2015	Draft contract prepared by counsel containing confidential legal advice regarding assignment and assumption agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000052	PLID_000052	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000053	PLID_000053	06/18/2015	Contract prepared by counsel containing confidential legal advice regarding redemption agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000054	PLID_000054	05/29/2015	Draft contract prepared by counsel containing confidential legal advice regarding disclosure schedules to purchase and sale agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000055	PLID_000055	06/18/2015	Draft contract prepared by counsel containing confidential legal advice regarding assignment and assumption agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000056	PLID_000056	06/24/2015	Draft contract prepared by counsel containing confidential legal advice regarding payoff letters.	Attorney Client Privilege	Bridger Counsel*

PLID_000057	PLID_000057	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000058	PLID_000058	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding pro forma update.	Attorney Client Privilege	Bridger Counsel*
PLID_000059	PLID_000059	06/17/2015	Draft contract prepared by counsel containing confidential legal advice regarding payoff letter agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000060	PLID_000060	06/18/2015	Draft contract prepared by counsel containing confidential legal advice regarding disclosure schedules to purchase and sale agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000061	PLID_000061	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000062	PLID_000062	06/21/2015	Draft contract prepared by counsel containing confidential legal advice regarding payoff letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000063	PLID_000063	06/21/2015	Draft contract prepared by counsel containing confidential legal advice regarding pay off agreement.	Attorney Client Privilege	Akin Gump*
PLID_000064	PLID_000064	06/21/2015	Draft contract prepared by counsel containing confidential legal advice regarding supplemental letter to purchase agreement.	Attorney Client Privilege	Akin Gump*
PLID_000065	PLID_000065	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding letter of intent agreement.	Attorney Client Privilege	Bridger Counsel*

PLID_000066	PLID_000066	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding payoff letters.	Attorney Client Privilege	Bridger Counsel*
PLID_000067	PLID_000067	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding side letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000068	PLID_000068	06/18/2015	Draft document prepared by counsel containing confidential legal advice regarding working capital update.	Attorney Client Privilege	Bridger Counsel*
PLID_000069	PLID_000069	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding side letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000070	PLID_000070	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding employee side letter agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000071	PLID_000071	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding employee side letter agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000072	PLID_000072	06/21/2015	Draft contract prepared by counsel containing confidential legal advice regarding side letter agreement. Draft document prepared by counsel containing confidential legal advice regarding consent letter.	Attorney Client Privilege	Akin Gump*
PLID_000073	PLID_000073	06/18/2015	Draft contract prepared by counsel containing confidential legal advice regarding payoff letter agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000074	PLID_000074	06/21/2015	Contract prepared by counsel containing confidential legal advice regarding letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000075	PLID_000075	06/16/2015			Bridger Counsel*

PLID_000076	PLID_000076	06/20/2015	Draft contract prepared by counsel containing confidential legal advice regarding assignment and assumption agreement.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000077	PLID_000077	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000078	PLID_000078	06/19/2015	Draft document prepared by counsel containing confidential legal advice regarding project checklist.	Attorney Client Privilege	Bridger Counsel*
PLID_000079	PLID_000079	06/19/2015	Draft document prepared by counsel containing confidential legal advice regarding project checklist.	Attorney Client Privilege	Bridger Counsel*
PLID_000080	PLID_000080	06/17/2015	Draft document prepared by client personnel containing confidential impressions of counsel regarding working capital update.	Attorney Client Privilege	Bridger Counsel*
PLID_000081	PLID_000081	06/17/2015	Draft contract prepared by counsel containing confidential legal advice regarding pay off agreement.	Attorney Client Privilege	Akin Gump*
PLID_000082	PLID_000082	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding side letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000083	PLID_000083	06/21/2015	Draft contract prepared by counsel containing confidential legal advice regarding services agreement.	Attorney Client Privilege	Bridger Counsel*
PLID_000084	PLID_000084	06/15/2015	Draft document prepared by counsel containing confidential legal advice regarding closing checklist.	Attorney Client Privilege	Bridger Counsel*
PLID_000085	PLID_000085	06/21/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*

PLID_000086	PLID_000086	06/22/2015	Draft contract prepared by counsel containing confidential legal advice regarding side letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000087	PLID_000087	06/19/2015	Draft contract prepared by counsel containing confidential legal advice regarding pay off letters.	Attorney Client Privilege	Bridger Counsel*
PLID_000088	PLID_000088	06/19/2015	Contract prepared by counsel containing confidential legal advice regarding assignment and assumption agreement. Draft document prepared by counsel containing confidential legal advice regarding project checklist.	Attorney Client Privilege	Bridger Counsel*
PLID_000089	PLID_000089	06/20/2015	Draft document prepared by client personnel containing confidential impressions of counsel regarding human resources issues.	Attorney Client Privilege	Bridger Counsel*
PLID_000090	PLID_000090	06/16/2015	Draft document prepared by client personnel containing confidential impressions of counsel regarding payoff letter.	Attorney Client Privilege	Bridger Counsel*
PLID_000091	PLID_000091	06/19/2015	Draft contract prepared by counsel containing confidential legal advice regarding letter agreement.	Attorney Client Privilege	Akin Gump*
PLID_000092	PLID_000092	06/21/2015	Draft document prepared by client personnel containing confidential impressions of counsel regarding payoff letter.	Attorney Client Privilege	Bridger Counsel*
PLID_000093	PLID_000093	06/19/2015	Draft document prepared by counsel containing confidential legal advice regarding funds flow memorandum.	Attorney Client Privilege	Latham & Watkins LLP*
PLID_000094	PLID_000094	06/20/2015	Document prepared by counsel containing confidential legal advice regarding written consent agreement.	Attorney Client Privilege	Bridger Counsel*

PLID_000270	PLID_000270	04/25/2016	2	Email Communication sent from client personnel to counsel seeking confidential legal advice regarding review of term sheets (with attachment(s)).	Attorney Client Privilege	Cross, Christopher*; Lee, Troy S.*	Rios, Julio E.	Rios, Julio E.
PLID_000271	PLID_000271	04/19/2016		Email Communication sent from counsel to client personnel containing confidential legal advice regarding crude oil supply agreement and transfer.	Attorney Client Privilege	Goodgame, John T.*	Goodgame, John T.*	Rios, Julio E.
PLID_000272	PLID_000272	04/14/2016		Email Communication sent from client personnel to counsel reflecting confidential legal advice regarding status of payments due in accordance to supply agreement.	Attorney Client Privilege	Hampton, Trent*	Wambold, Steve	Hampton, Trent*; Rios, Julio E.
PLID_000273	PLID_000273	04/17/2016	2	Email Communication transmitted among client personnel containing confidential legal advice regarding a transaction document list (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Rios, Julio E.	Gamboa, Jeremy; Rios, Julio E.
PLID_000274	PLID_000274	04/16/2016		Email Communication sent from client personnel to counsel providing information for the purpose of obtaining confidential legal advice regarding agreement.	Attorney Client Privilege	Hampton, Trent*	Soiefer, Todd	Hampton, Trent*; Gamboa, Jeremy; Rios, Julio E.
PLID_000275	PLID_000275	04/19/2016		Email Communication sent from counsel to client personnel seeking confidential legal advice regarding oil supply agreement.	Attorney Client Privilege	Adams, Grant*; Hampton, Trent*	Hampton, Trent*	Rios, Julio E.
PLID_000276	PLID_000276	04/13/2016		Email Communication sent from counsel to client personnel containing confidential legal advice regarding a payment.	Attorney Client Privilege	Hampton, Trent*	Hampton, Trent*	Rios, Julio E.

PLID_000277	PLID_000277	04/16/2016	Email Communication sent from client personnel to counsel seeking confidential legal advice regarding oil supply agreement.	Attorney Client Privilege	Hampton, Trent*	Wambold, Steve	Soiefer, Todd	Hampton, Trent*; Gamboa, Jeremy; Rios, Julio E.
PLID_000278	PLID_000278	04/11/2016	Email Communication sent from client personnel to counsel containing confidential legal advice regarding amendments to supply agreement.	Attorney Client Privilege	Hampton, Trent*	Soiefer, Todd	Hampton, Trent*; Rios, Julio E.; Wambold, Steve	Gamboa, Jeremy
PLID_000279	PLID_000279	04/11/2016	Email Communication sent from counsel to client personnel containing confidential legal advice regarding amendments to supply agreement.	Attorney Client Privilege	Hampton, Trent*	Hampton, Trent*	Rios, Julio E.; Wambold, Steve	Gamboa, Jeremy; Soiefer, Todd
PLID_000280	PLID_000280	04/11/2016	Email Communication sent from counsel to client personnel containing confidential legal advice regarding crude oil supply agreement payment.	Attorney Client Privilege	Hampton, Trent*	Hampton, Trent*	Rios, Julio E.; Soiefer, Todd; Wambold, Steve	Gamboa, Jeremy
PLID_000281	PLID_000281	07/05/2016	Email sent from counsel to client personnel containing confidential legal advice regarding trade agreement (with attachment(s)).	Attorney Client Privilege	Knapp, Patrick M.*	Knapp, Patrick M.*	Grossi, Guillermo	Gamboa, Jeremy; Giannini, Daniel; Rios, Julio E.; Seline, Jonna
PLID_000282	PLID_000282	11/25/2015	Email Communication transmitted among client personnel requesting information for the purpose of rendering confidential legal advice regarding deal negotiations.	Attorney Client Privilege	Adams, Grant*	Soiefer, Todd	Jilla, Vispi N.	Adams, Grant*; Ballengee, James H.; Gamboa, Jeremy; Rios, Julio E.; Seline, Jonna
PLID_000283	PLID_000283	11/13/2015	Email Communication sent from counsel to client personnel seeking confidential legal advice regarding analysis of payment agreement.	Attorney Client Privilege	Hampton, Trent*	Hampton, Trent*	Soiefer, Todd	Gamboa, Jeremy; Rios, Julio E.

PLID_000284	PLID_000284	11/16/2015	1	Email Communication sent from client personnel to counsel seeking confidential legal advice regarding vendor negotiations (with attachment(s)).	Attorney Client Privilege	Hampton, Trent*	Soiefer, Todd	Hampton, Trent*	Rios, Julio E.
PLID_000285	PLID_000285	11/11/2015	1	Email Communication sent from counsel to client personnel containing confidential legal advice regarding employment matters (with attachment(s)).	Attorney Client Privilege	Hampton, Trent*	Soiefer, Todd	Gamboa, Jeremy; Rios, Julio E.	
PLID_000286	PLID_000286	11/12/2015		Email Communication transmitted among client personnel seeking confidential legal advice regarding mailing address for entity common unit certificates.	Attorney Client Privilege	Hampton, Trent*; Lee, Troy S.*	Soiefer, Todd	Gamboa, Jeremy; Rios, Julio E.	Hampton, Trent*; Gamboa, Jeremy; Heitman, Alan; Rios, Julio E.; Seline, Jonna Gamboa, Jeremy; Heitman, Alan; Ramsey, Bonnie; Rios, Julio E.
PLID_000287	PLID_000287	11/10/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding supply agreement analysis.	Attorney Client Privilege	Hampton, Trent*; Tyler, Rebecca L.*	Soiefer, Todd	Herrold, Jack; Ruisinger, Bill	
PLID_000288	PLID_000288	11/12/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding entity's debit authority with agreement.	Attorney Client Privilege	Hampton, Trent*	Hampton, Trent* Soiefer, Todd		
PLID_000289	PLID_000289	11/13/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding analysis of payment agreement.	Attorney Client Privilege	Hampton, Trent*	Hampton, Trent* Soiefer, Todd	Gamboa, Jeremy; Rios, Julio E.	

PLID_000290	PLID_000290	11/10/2015	Email Communication sent from counsel to client personnel containing confidential legal advice regarding supply agreement analysis.	Attorney Client Privilege	Hampton, Trent*; Tyler, Rebecca L.* Seline, Jonna	Herrold, Jack; Ruisinger, Bill; Soiefer, Todd	Hampton, Trent*; Gamboa, Jeremy; Heitman, Alan; Rios, Julio E.
PLID_000291	PLID_000291	08/04/2015	Email Communication sent from counsel to client personnel containing confidential legal advice regarding financial agreement negotiations.	Attorney Client Privilege	Hampton, Trent*; Lee, Troy S.*	Hampton, Trent*; Soiefer, Todd	Gamboa, Jeremy; Heitman, Alan; Jilla, Vispi N.; Rios, Julio E.
PLID_000292	PLID_000292	08/04/2015	Email Communication transmitted among counsel and client personnel providing information for the purpose of obtaining confidential legal advice regarding review of intermediation agreement.	Attorney Client Privilege	Hampton, Trent*; Lee, Troy S.*	Hampton, Trent* E.	Lee, Troy S.*; Gamboa, Jeremy; Heitman, Alan; Jilla, Vispi N.; Rios, Julio E.
PLID_000293	PLID_000293	08/03/2015	Email Communication transmitted among counsel and client personnel containing confidential legal advice regarding review and analysis of shared services agreement (with attachment(s)).	Attorney Client Privilege	Hampton, Trent*; Lee, Troy S.*	Rios, Julio E.; Soiefer, Todd	
PLID_000294	PLID_000294	08/03/2015	Email Communication sent from counsel to client personnel requesting information for the purpose of rendering confidential legal advice regarding review of working capital.	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Gamboa, Jeremy
PLID_000295	PLID_000295	08/04/2015	Email Communication transmitted among counsel and client personnel providing information for the purpose of obtaining confidential legal advice regarding debt (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Kotov, Tanya	Kelly, Patrick; Rios, Julio E.

PLID_000296	PLID_000296	08/04/2015	1	Email Communication sent from client personnel to counsel requesting information for the purpose of rendering confidential legal advice regarding review and analysis of purchase and sale agreement (with attachment(s)).	Attorney Client Privilege	Knapp, Patrick M.*; Lee, Troy S.*	Grossi, Guillermo M.*; Lee, Troy S.*	Knapp, Patrick Rios, Julio E.	Gamboa, Jeremy; Giannini, Daniel; Rios, Julio E.
PLID_000297	PLID_000297	07/30/2015	1	Email sent from counsel to client personnel containing confidential legal advice regarding employment agreement (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Rios, Julio E.	
PLID_000298	PLID_000298	08/04/2015		Email Communication sent from counsel to client personnel requesting information for the purpose of rendering confidential legal advice regarding review of intermediation agreement.	Attorney Client Privilege	Hampton, Trent*; Lee, Troy S.*	Hampton, Trent* Lee, Troy S.*		Gamboa, Jeremy; Heitman, Alan; Jilla, Vispi N.; Rios, Julio E.; Soiefer, Todd
PLID_000299	PLID_000299	07/31/2015	2	Email Communication sent from counsel to client personnel containing confidential legal advice regarding intermediation agreement (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Gamboa, Jeremy; Rios, Julio E.	
PLID_000300	PLID_000300	07/29/2015		Email Communication sent from counsel to client personnel providing information for the purpose of obtaining confidential legal advice regarding acquisition discussions.	Attorney Client Privilege	Lee, Troy S.*	Gamboa, Jeremy Lee, Troy S.*		Giannini, Daniel; Nicely, Dion; Rios, Julio E.
PLID_000301	PLID_000301	07/29/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding acquisition discussions.	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Gamboa, Jeremy	Giannini, Daniel; Nicely, Dion; Rios, Julio E.

PLID_000302	PLID_000302	07/30/2015	1	Email Communication sent from client personnel to counsel reflecting confidential legal advice regarding acquisition financials (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Jilla, Vispi N.	Lee, Troy S.*; Gamboa, Jeremy; Rios, Julio E.
PLID_000303	PLID_000303	08/03/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding working capital.	Attorney Client Privilege	Lee, Troy S.*	Jilla, Vispi N.	Lee, Troy S.*; Gamboa, Jeremy Rios, Julio E.
PLID_000304	PLID_000304	04/14/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding asset sale.	Attorney Client Privilege	Carpenter, Charlie*; Lee, Troy S.*	Lee, Troy S.*	Carpenter, Charlie*; Sailors, Daniel G.; Ward, Andrew; Rios, Julio E.; Zsitvay, Kiel H. Tekkora, Baran
PLID_000305	PLID_000305	04/10/2015	1	Email Communication sent from client personnel to counsel seeking confidential legal advice regarding proposed acquisition (with attachment(s)).	Attorney Client Privilege	Bauer, Eric T.*; Lee, Troy S.*	Wong, Alyssa	Lee, Troy S.*; Fitzgerald, William; Jilla, Vispi N.; Kelly, Gamboa, Patrick; Rios, Julio E.; Seline, Jonna; Strong, Ray Tanner
PLID_000306	PLID_000306	07/30/2015	1	Email Communication sent from client personnel to counsel seeking confidential legal advice regarding employment agreement (with attachment(s)).	Attorney Client Privilege	Hampton, Trent*; Lee, Troy S.*	Soiefer, Todd	Rios, Julio E. Lee, Troy S.*; Gamboa, Jeremy; Ballengee, James H.; Rios, Julio E.
PLID_000307	PLID_000307	07/27/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding working capital.	Attorney Client Privilege	Lee, Troy S.*	Jilla, Vispi N.	Lee, Troy S.*; Gamboa, Jeremy; Kelly, Patrick
PLID_000308	PLID_000308	07/31/2015		Email Communication sent from counsel to client personnel containing confidential legal advice regarding proposed escrow agreement.	Attorney Client Privilege	Knapp, Patrick M.*; Lee, Troy S.*	Knapp, Patrick M.*	Jilla, Vispi N.; Gamboa, Jeremy; N.; Nicely, Dion

PLID_000309	PLID_000309	07/29/2015	Email Communication sent from client personnel to counsel providing information for the purpose of obtaining confidential legal advice regarding non-compete and confidentiality agreements.	Attorney Client Privilege	Hampton, Trent*; Knapp, Patrick M.*	Wilkins, Kelly	Rios, Julio E.	Hampton, Trent*; Knapp, Patrick M.*; Gamboa, Jeremy; Soiefer, Todd
PLID_000310	PLID_000310	07/27/2015	Email Communication sent from client personnel to counsel reflecting confidential legal advice regarding analysis of working capital (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Gamboa, Jeremy H.	Ballengee, James E.	Lee, Troy S.*; Jilla, Vispi N.; Kelly, Patrick; Rios, Julio E.
PLID_000311	PLID_000311	07/27/2015	Email sent from counsel to client personnel reflecting confidential legal advice regarding transmittal of agreement for signature (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Ballengee, James H.; Gamboa, Jeremy; Rios, Julio E.	
PLID_000312	PLID_000312	07/30/2015	Email Communication sent from counsel to client personnel reflecting confidential legal advice regarding review of agreement.	Attorney Client Privilege	Lee, Troy S.*	Jilla, Vispi N.	Lee, Troy S.*	Gamboa, Jeremy; Rios, Julio E.
PLID_000313	PLID_000313	07/27/2015	Email Communication sent from client personnel to counsel containing confidential legal advice regarding working capital.	Attorney Client Privilege	Lee, Troy S.*	Jilla, Vispi N.	Ballengee, James H.; Gamboa, Jeremy; Rios, Julio S.*; Kelly, Patrick	Lee, Troy S.*; Kelly, Patrick
PLID_000314	PLID_000314	07/30/2015	Email Communication sent from counsel to client personnel containing confidential legal advice regarding acquisition financials (with attachment(s)).	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Jilla, Vispi N.	Gamboa, Jeremy; Rios, Julio E.
PLID_000315	PLID_000315	07/24/2015	Email Communication sent from counsel to client personnel containing confidential legal advice regarding working capital.	Attorney Client Privilege	Lee, Troy S.*	Lee, Troy S.*	Jilla, Vispi N.	Ballengee, James H.; Gamboa, Jeremy; Kelly, Patrick; Rios, Julio E.

PLID_000316	PLID_000316	07/30/2015	Email Communication sent from client personnel to counsel reflecting confidential legal advice regarding acquisition financials.	Attorney Client Privilege	Lee, Troy S.*	Jilla, Vispi N.	Lee, Troy S.*	Gamboa, Jeremy; Rios, Julio E.
PLID_000317	PLID_000317	04/09/2015	Email Communication sent from client personnel to counsel seeking confidential legal advice regarding review of forecast assumptions summary (with attachment(s)).	Attorney Client Privilege	Bauer, Eric T.*; Lee, Troy S.*	Seline, Jonna	Bauer, Eric T.*; Fitzgerald, William; King, Tanner; Rios, Julio N.; Kelly, E.; Strong, Ray	Lee, Troy S.*; Gamboa, Jeremy; Jilla, Vispi N.; Kelly, Patrick
PLID_000318	PLID_000318	04/01/2015	Email Communication sent from client personnel to counsel providing information for the purpose of obtaining confidential legal advice regarding financial covenants for upcoming closing.	Attorney Client Privilege	Lee, Troy S.*	Gamboa, Jeremy	Jilla, Vispi N.	Lee, Troy S.*; Kelly, Patrick; Rios, Julio E. Sailors, Daniel G.; Ward, Andrew; Zsitvay, Kiel H.
PLID_000319	PLID_000319	04/14/2015	Email Communication sent from counsel to client personnel reflecting confidential legal advice regarding asset sale.	Attorney Client Privilege	Carpenter, Charlie*; Lee, Troy S.*	Lee, Troy S.*	Carpenter, Charlie*; Rios, Julio E.; Tekkora, Baran	